

## **REMARKS**

**The Examiner rejected claims 1-3 and 19-22 under 35 U.S.C. 102(b) as being anticipated by Biancale (5,067,767).** The Examiner stated that Biancale discloses a tarpaulin system for an open-top cargo hold on a vehicle, the system comprising a tarpaulin (12) having first and second ends, the first end of the tarpaulin being fixedly connected proximate one end of the cargo hold (6); a plurality of bows (14 and 16) for supporting said tarpaulin and moving said tarpaulin over the cargo hold, each of said bows having an interior section with opposing ends extending outwardly therefrom; a plurality of fasteners for detachably securing said bows to said tarpaulin; a cable (20 and 22); a plurality of connectors (21 and 36) attached to said cable, each of the plurality of connectors having a cable gripping area and a bow attachment area, whereby a bow may be removably attached to the bow attachment area in Figs. 1, 3 and 4.

**In response,** Applicant has amended claims 1 and 19 to include the limitation that the connectors, which are used to secure the bows to the cable, are configured to be individually securable to and releasable from the cable while the cable remains secured. In both the instant invention and in the invention disclosed by Biancale, the cables are movable along the side(s) of the cargo hold and are secured substantially at both ends. Consequently, as the cable is moved, the bows and therefore the tarpaulin, can be drawn across the cargo hold. In the Biancale system, however, the connector which secures the bow to the cable is integrally formed on the bow. This may be seen

in Fig. 3 of Biancale, which shows the bows (14, 16) welded to a sleeve (21, 36) that has a bore therein. The cable (20, 22) passes through the bore of the sleeve. Because the sleeve (21, 36) is welded to the bow, the only way to release the bow (14, 16) from the cable (20, 22), is to detach the cable and then pull it out of the bore of the sleeve (21, 36). Furthermore, the only way to attach a bow into the system is to detach the cable and to then insert its free end through the bore of the sleeve that is integrally formed on that bow. Additionally, if a bow in Biancale's system is damaged and that bow is positioned in the middle of the system, not only does the damaged bow have to be detached from the cable by withdrawing the cable through the bore of the damaged bow's sleeve, but all the bows between the free end of the cable and the damaged bow also have to be detached from the cable in a similar manner. Biancale's cable system therefore requires the disassembly and reassembly of the substantially the entire cable system every time a bow is to be either removed or inserted. Biancale's system is costly in terms of money, time and man power and exhibits the very problems that the instant invention was designed to overcome.

In the instant invention, the user can connect any individual bow to the cable or disconnect any individual bow from the cable without detaching the cable from its secured position or detaching any of the other bows in the system. This is possible because the connector, which attaches the bow to the cable, is not integrally formed with the bow. The connector is, instead, configured to be individually attachable or releasable from the cable. The connector is further configured to be individually attachable or releasable from the bow as well. Biancale's system uses a connector that is an integral part of the bow. Biancale's connector is not individually attachable and

releasable from the cable when the cable is in its secured position as is required in claim 1 and 19 of the instant application.

Applicant respectfully submits that in order for Biancale to anticipate independent claims 1 and 19, each and every element of these claims has to be disclosed by Biancale. *In re W.L. Gore & Assocs. v. Garlock, Inc.*, 220 USPQ 303, 313 (Fed. Cir. 1983), *cert. denied*, 469 U.S. 851 (1984):

Anticipation requires the disclosure in a single prior art reference of each element of the claim under consideration.

Applicant respectfully submits that Biancale does not disclose each and every element of claims 1 and 19 as amended, inasmuch as the claims include the limitation that the connectors are configured to be individually secured to and released from the cable when the cable is secured. Applicant therefore respectfully requests the withdrawal of the rejection of claims 1-3 and 19-22 under 35 U.S.C. 102(b) as being anticipated by Biancale. Applicant further submits that claims 1-3 and 19-22 are allowable over the cited art.

**Applicant has added new dependent claim 23** to include the limitation that each connector has a cable gripping area for attaching the connector to the cable and a bow attachment area for attaching the connector to the bow. Applicant submits that Biancale does not teach a connector that is discrete from the bow and has a separate area for attaching to the cable and another area for attaching to the bow. Biancale

teaches a connector that is integrally formed with the bow and only has an area for connecting to a cable. Applicant therefore submits that this claim is allowable over Biancale.

**Applicant has added new dependent claim 24** which includes the limitation that the cable is attached at a first end to the terminal bow and at a second end to the vehicle and wherein the connectors can be detached from the cable without either of the first and second ends of the cable having to be released from one of the terminal bow and vehicle. Applicant submits that in Biancale, one of the first and second ends of the cable has to be released so as to withdraw the cable through the bore on the sleeve that is integrally formed at the end of the bow. Applicant therefore submits that claim 24 distinguishes over the cited art and is therefore allowable.

**Applicant has added new dependent claim 25** which includes the limitation that the connectors are individually securable to and releasable from both the cable and the bow. Biancale discloses a system in which the connector is integrally formed with the bow. The connector is therefore not individually securable to and releasable from the bow as is required by this claim. Applicant therefore submits that claim 25 distinguishes over the prior art and is therefore also allowable.

**The Examiner stated that claims 4-18 are objected to as being dependent upon a rejected base claim, but indicated that these claims would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.** At this time, Applicant has not amended claim 4 by rewriting the claim as an independent claim which includes all the limitations

of the base claim and any intervening claims. Applicant will amend claim 4 in accordance with the Examiner's requirements should the Examiner find the arguments with respect to the rejection of claims 1-3 and 19-22 non-persuasive.

Applicant respectfully submits that claims 1-25 are in condition for allowance and earnestly solicits a Notice of Allowability to this effect.

Respectfully submitted at Canton, Ohio this 9<sup>TH</sup> day of MAY, 2005.

SAND & SEBOLT

A handwritten signature in black ink, appearing to read 'J. Sebolt', written over a horizontal line.

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